



## MARYLAND ONLINE REGISTRATION SYSTEM SERVICE AND SUPPORT AGREEMENT

This **ONLINE REGISTRATION SYSTEM SERVICE AND SUPPORT AGREEMENT** (hereinafter referred to as "Agreement") is made by and between General Systems Solutions, a wholly owned subsidiary of triVIN, Inc., a Connecticut corporation with a principal office and place of business in Groton, Connecticut (hereinafter referred to as "Company"), and the following named "Customer" with a principal office and place of business as follows:

**CUSTOMER**

**Business Name:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Telephone No:** \_\_\_\_\_ **Fax No:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Customer #:** \_\_\_\_\_  
(To be provided by Company)

**ONLINE REGISTRATION SYSTEM SERVICE**

The Customer is hereby granted a limited, non-exclusive, revocable right and license to use the ONLINE REGISTRATION SYSTEM (OLRS), with no minimum usage requirement, subject to the terms and conditions set forth below and on the reverse side of this Agreement. The Service fee is a one-time charge (when applicable, at the rate agreed upon below).

**ONLINE REGISTRATION SYSTEM TRANSACTION PRICING OPTIONS\***

<i>Transaction Class</i>	<i>Service</i>	<i>Standard</i>	<i>Loaded*</i>
<i>Category A Transactions</i>	<i>Base</i>	\$12.10	\$13.10
<i>Category B Transactions</i>	<i>All License Options</i>	\$8.20	\$9.20
<i>Category C Transactions</i>	<i>All License Options</i>	\$5.30	\$6.30
<i>Category D Transactions</i>	<i>All License Options</i>	\$2.50	\$3.50
<i>Temp Tag Services</i>	<i>Temp Tag Return</i>	\$2.50	N/A
<i>Temp Tag Services</i>	<i>EZ-Temp</i>	\$5.00	N/A

\*The Company reserves the right to change any and all transaction and service-related pricing with sixty (60) days' notice to the Customer.

\*Subject to the terms and minimum usage requirements of the appropriate Equipment Financing Agreement.

The Customer agrees to utilize the OLRS under the following transaction pricing option:  **Standard**     **Loaded**

**There is no charge for Software or a Software License.**

**By signing below, Customer represents that Customer has read this Agreement, including the terms and conditions on the reverse side (including the exclusive use obligation set forth in paragraph 14), understands it, and agrees to be bound thereby.**

**CUSTOMER AUTHORIZATION**

**COMPANY AUTHORIZATION**

\_\_\_\_\_  
 (Signature of Authorized Representative) (Date)

\_\_\_\_\_  
 (Signature of Authorized Representative) (Date)

\_\_\_\_\_  
 (Printed Name) (Title)

\_\_\_\_\_  
 (Printed Name) (Title)

**THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL APPROVED BY AN AUTHORIZED COMPANY REPRESENTATIVE.**

## ONLINE REGISTRATION SYSTEM SERVICE AND SERVICE AGREEMENT

### DEFINITIONS:

The term "Related Materials" means all of the printed materials provided in this package or later supplied by the Company for use with the system  
The term "System" means the ONLINE REGISTRATION SYSTEM and its updates and enhancements

1. This ONLINE REGISTRATION SYSTEM agreement permits you to use the ONLINE REGISTRATION SYSTEM on any single computer, solely for your own personal use, provided the System is in use on only one (1) computer at any time. (For so long as this agreement is in effect and you are not in default of your obligations under this Agreement, you shall be entitled to access the Company's ONLINE REGISTRATION SYSTEM for the purpose of executing vehicle registration transactions using the System.) If you have multiple Agreements for the System, then at any time you may have as many copies of the System in use as you have Agreements. The System is "in use" on a computer when it is loaded into the temporary memory (i.e., RAM) or installed into the permanent memory (e.g., hard disk, CD-ROM, or other storage device) of that computer, except that a copy installed on a network server for the sole purpose of distribution to other computers is not "in use." If the anticipated number of users of the System will exceed the number of applicable Agreements, then you must have a reasonable mechanism or process in place to ensure that the number of persons using the System concurrently does not exceed the number of Agreements.
2. **COPYRIGHT.** The System is owned by the Company and is protected by United States copyright laws and international treaty provisions. Therefore, you must treat the System like any other copyrighted material (e.g., a book or musical recording) except that you may either (a) make one copy of the System solely for backup or archival purposes, or (b) transfer the System to a single hard disk provided you keep the original solely for backup or archival purposes. You may not copy the written materials accompanying the System.
3. **OTHER RESTRICTIONS.** This Agreement is your proof of the ability to exercise the rights granted herein and must be retained by you. You may not do the following:
  - Make copies of the System, except as permitted above.
  - Make copies of the Related Materials.
  - Rent, lease, time-share, transfer, or lend the System, System Copies, Related Materials or your rights under this agreement.
  - Alter, decompile, disassemble, create derivative work based on the System or related materials; translate or reverse-engineer the System; or unlock or bypass the initialization system used on initialized disks.
  - Remove or obscure the Company's copyright and trademark notices.
  - Use the System, System Copies, or Related Materials outside the United States or Canada.
4. **LIMITED WARRANTY.** THE COMPANY WARRANTS THAT THE SYSTEM WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE ACCOMPANYING WRITTEN MATERIALS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF RECEIPT. THE FORGOING CONSTITUTES THE ONLY WARRANTY MADE BY THE COMPANY AND IS *IN LIEU OF ANY AND ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.* SHOULD THE COMPANY PROVIDE PRODUCTS MANUFACTURED BY OTHERS ("THIRD PARTY PRODUCTS"), CUSTOMER SHALL SEEK AND OBTAIN OTHER WARRANTY SERVICE FOR SUCH THIRD PARTY PRODUCTS DIRECTLY FROM THE PRODUCT MANUFACTURER OR AUTHORIZED SERVICE CENTER AND THE COMPANY MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED WITH RESPECT TO THIRD-PARTY PRODUCTS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. **CUSTOMER REMEDIES.** The Company's entire liability and your exclusive remedy shall be, at the Company's sole and exclusive option, to either (a) return a pro-rata portion of the price paid or (b) repair or replacement of the System that does not meet the Company Limited Warranty and that is returned to the Company with a copy of your receipt. This Limited Warranty is void if failure of the System has resulted from accident, abuse, or misapplication. Any replacement of System will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Neither these remedies nor any product support services offered by the Company are available for this U.S.A./Canada version product outside of the United States of America or Canada.
6. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** IN NO EVENT SHALL THE COMPANY, OR ITS CORPORATE AFFILIATES, AGENTS, OR SUBSIDIARIES BE LIABLE TO CUSTOMER, OR ANY OTHER THIRD PARTY, FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM OR RELATING TO, LOSS OF BUSINESS PROFITS, LOSS OF USE, SECURITY OF DATA (INCLUDING, BUT NOT LIMITED TO, COSTS INCURRED IN CONNECTION WITH THE RECOVERY OF ANY LOST DATA), BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THIS COMPANY PRODUCT), EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
7. **UNAUTHORIZED WARRANTY CHANGES.** Additional statements by agents, employees, distributors, and dealers of the Company, such as dealer advertising or presentations, do not constitute warranties by the Company, do not bind the Company, and are not to be relied upon.
8. **INDEMNITY OF CUSTOMER.** Customer shall defend, indemnify and hold the Company harmless from and against any and all claims, cause of action, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising out of or related to any claims or actions brought or made by third parties against the Company as a result of or in any way connected with Customer's use of System and for the services provided by the Company pursuant to Customer's order.
9. **CHARGES AND TAXES.** Customer shall be responsible for the payment of any charges incurred by virtue of Customer's use of System. In addition, Customer shall be solely liable for any state or local taxes, use or other taxes of a similar nature that may be due on account of Customer's use of System or other services provided under this Agreement. The Customer is responsible for sales tax reimbursement to the Company, if applicable. When applicable, the Customer is responsible for payment of any and all charges incurred for the shipping and handling of a state's Department of Motor Vehicles (DMV) inventory from the DMV warehouse to the Customer's place of business.
10. The Company is not an insurer with regard to performance of the System. The limited warranty and the limitation of liability and remedies are a reflection of the risks assumed by the parties in order to obtain the System. Customer agrees to assume the risk for: (a) all liabilities disclaimed by the Company contained herein; and (b) all alleged damages in excess of the amount of the limited remedy provided hereunder. The essential purpose of the limited remedy provided to Customer hereunder is to allocate the risks as provided above. This Agreement defines the mutually agreed-upon allocation of risk between the parties and the Company's process and fees reflect such allocation of risk.
11. **CUSTOMER'S RESPONSIBILITIES.** Customer agrees that the responsibility for operation, security, maintenance and service of its computer system, its hardware and system remains with Customer and Company under no circumstances shall become liable to operate, maintain or otherwise control or be responsible for the use, security or functionality of Customer's equipment, system or data. Customer acknowledges the need to regularly backup and protect its system and data and that the Company shall not be held liable for breaches of security or loss of any data under any circumstances. Further, Customer acknowledges the need to install and maintain sufficient antivirus, spyware, firewall and other security system on its computer system as well as the need to maintain and update the operating system and other patches as may be issued by Company or any third-parties, as such system may exist on Customer's computer system and that the Company shall not be liable for Customer's failure to do so.
12. **GENERAL CONDITIONS.** This Agreement shall be governed by the laws of the State of Connecticut. Any dispute that may arise as a result of this Agreement shall be settled in the Courts of New London, Connecticut. The prevailing party in any such dispute shall be entitled to an award of its reasonable legal fees and costs.
13. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties and no modification, addition, or waiver of any of the terms and conditions hereof shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. NO THIRD-PARTY VENDOR, DISTRIBUTOR, DEALER, RETAILER, SALES PERSON OR OTHER PERSON IS AUTHORIZED BY THE COMPANY TO MODIFY THIS AGREEMENT OR TO MAKE ANY WARRANTY, REPRESENTATION OR PROMISE WHICH IS DIFFERENT THAN, OR IN ADDITION TO, THE WARRANTIES, REPRESENTATIONS OR PROMISES AS SET FORTH IN THIS AGREEMENT. NO AMENDMENT TO THIS AGREEMENT SHALL BE EFFECTIVE UNLESS IT IS IN WRITING AND IS SIGNED BY THE DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY AND THE CUSTOMER. NO TERM OR PROVISION HEREOF SHALL BE DEEMED WAIVED AND NO BREACH EXCUSED UNLESS WAIVER OR CONSENT TO THE SAME IS IN WRITING. If any provision of this Agreement is held to be invalid or not enforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

Customer's Initials: \_\_\_\_\_

**THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL APPROVED BY AN AUTHORIZED COMPANY REPRESENTATIVE.**

14. **TITLE.** The Company retains title to and ownership of the System and all subsequent authorized copies of the System, regardless of the form or media in or on which the original and other copies may exist. The service agreement rights granted hereunder is not a sale of the original System or any copy thereof.
15. **TERMINATION UPON DEFAULT.** The Company shall have the right to terminate this Agreement and the right to use the Service in the event that any one or more of the following events of default occur or continue during the term of this Agreement: (a) Customer shall fail to conform to the requirements of this Agreement; or (b) Customer's failure to pay the Company's invoices within thirty (30) days of the date of such invoices. In the event of termination by the Company, Customer shall continue to be obligated to the Company, on a *pro rata* basis, for any products shipped by the Company and for any services provided by the Company, as of the date of termination. This obligation shall survive the termination of this Agreement.
16. **TERMS.** *The Company payment terms for Support and Hardware purchases are net 30 days. Delinquent payments will incur a 1.5% monthly interest charge. The Company reserves the right to debit/offset delinquent invoices from the respective Customer's account. All payments required hereunder shall only be made in United States currency. In the event that the Company is required to retain the services of an attorney to collect any sums which may be due from Customer hereunder, the Customer shall further be responsible to pay all of the Company's legal fees and costs incurred in connection with the collection of the same. The Company has the right to bring such suits in the Connecticut Superior Court, New London County, and Customer hereby consents to the jurisdiction of said courts.*

**(Please complete if Billing Address is different from Customer Address listed on front.)**

<b>Billing Address:</b>			
Street Address: _____			
City: _____	State: _____	Zip: _____	

Customer's Initials: \_\_\_\_\_

**THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL APPROVED BY AN AUTHORIZED COMPANY REPRESENTATIVE.**